



**MAINE EMERGENCY MANAGEMENT AGENCY
EMERGENCY MANAGEMENT PERFORMANCE GRANT
SUBRECIPIENT GRANT AWARD**

Subrecipient Name: Cumberland County
Subrecipient Point of Contact: Michael Durkin
Subrecipient Point of Contact Email: durkin@cumberlandcounty.org
MEMA EMPG Program Manager: Jonathan Ross
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Federal Award Information

Federal Awarding Agency: FEMA
Federal Grant Performance Year: FY24
Federal Grant Award Date: 9/27/2024
Federal Grant Identification #: EMB-2024-EP-05002
CFDA #: 97.042

Subrecipient Award Information

Budget Amount: \$640,437.32
Award Amount: \$320,218.66
Award Begin Date: 10/1/2024
Award End Date: 01/31/2026
Award Liquidation Period End Date: 03/15/2026
Vendor Customer #: VC1000019079
Award Identification #: CT 15A 20240917000000000566
Unique Entity Identifier (UEI) #: T8SZPADXU3LS

This AWARD is entered into by and between the **STATE OF MAINE (AWARDING AGENCY)**, acting through and by its **MAINE EMERGENCY MANAGEMENT AGENCY** (hereinafter referred to as “MEMA”), an agency of state government with its principal place of business located at 45 Commerce Drive, Suite 2, Augusta, Maine 04333, with a mailing address of 72 State House Station, Augusta, Maine 04333-0072, and **CUMBERLAND COUNTY**, a non-federal agency (hereinafter referred to as “Subrecipient”), with its principal place of business and mailing address identified as **22 High St - Unit 1 Windham, Maine 04062**.

The following documents(attachments) are incorporated into the terms of your award:

- Appendix A – MEMA General Terms Conditions
- Appendix B – The Department of Homeland Security General Terms and Conditions 2024
- Appendix C – Subrecipient Transparency Act
- Appendix D – Subrecipient Federal Funding Accountability and Transparency Act (FFATA)
- Appendix E – Subrecipient Financial Risk Assessment

MEMA and the Subrecipient hereby agree as follows:

1. **Subrecipient Grant Award:** Upon both parties’ signature, this Award shall become effective as of October 1, 2024, which shall constitute the earliest date work may commence. Work cannot continue after the end date listed above without a written a modification approved by both parties.
2. **Reimbursement:** MEMA will reimburse 50% of the allowable and approved direct expenses within the request for reimbursement, not to exceed the Subrecipient’s award amount. Quarterly requests for reimbursement must be submitted within 30 (thirty) calendar days of the end of the Federal Fiscal quarter. Monthly requests for

reimbursement must be submitted within 30 (thirty) calendar days of the following month to be in compliance with federal quarterly reporting.

- 3. **Terms and Conditions:** The Subrecipient agrees to be bound by the Terms and Conditions set forth in this Award and attached Appendices. MEMA, as the pass-through entity, may terminate this Award per the terms of the Federal Award, and the Federal Requirements per 2 CFR §200.340 (Termination), including any related modifications, which are hereby incorporated by reference.

The Subrecipient agrees when issuing subcontracts, all lower tier subcontracts and agreements, they must contain or reference all applicable provisions of this Award

- 4. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this award, the Subrecipient certifies to the best of its knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Award:

- a. Are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
i. The Sub-recipient further agrees that the Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.
b. Have not within the preceding three (3) years of this Award been convicted of or had a civil judgment rendered against them for:
i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
iv. Have not within a three (3) year period preceding this Award had one or more federal, state or local government transactions terminated for cause or default.
c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, person, or other entity submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

IN WITNESS, WHEREOF, the individual signing below is legally authorized to sign this Grant Award on behalf of the Subrecipient and to legally bind the Subrecipient to the terms of this Grant Award.

By submitting this form, I certify that the typed name, electronic signature, or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).

CUMBERLAND COUNTY

MAINE EMERGENCY MANAGEMENT AGENCY

Signature: _____ Date: _____

Signature: _____ Date: _____

Michael Durkin, Director

Joe Legee, MEMA Deputy Director

Printed Name & Title

Printed Name & Title



APPENDIX A MAINE EMERGENCY MANAGEMENT AGENCY (MEMA) GENERAL TERMS AND CONDITIONS

This document provides a high-level overview of the Federal requirements and MEMA's processes for complying with those requirements. Subrecipients are advised to consult the original Federal documents for guidance.

General Compliance Authority:

All work, to the extent applicable, shall conform to the appropriate, related, current editions of the following publications, including but not limited to:

- Federal laws and Executive order
- Federal regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Department of Homeland Security (DHS) General Terms and Conditions
- Notices of Funding Opportunities
- Annual MEMA grant application
- National Incident Management System (NIMS) and the Incident Command System (ICS)

Subrecipient Responsibilities:

The Subrecipient responsibilities noted below are not an exhaustive list of all requirements. Subrecipients are directed to refer to source publications for detailed information.

1. Conflict of Interest

Under 2 CFR § 200.318 General procurement standards (c)(1), non-Federal entities other than states must maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

2. Procurement

Subrecipients must use their own documented procurement procedures that reflect applicable State, local, and tribal laws, and regulations. These procurement procedures must conform to the requirements of 2 CFR § 200.318- 200.327.

3. Property Control

The Subrecipient must follow the property and equipment management requirements in 2 CFR Part 200.310 -.313 and must:

- a. Maintain insurance coverage of at least the same as that the coverage maintained on the Subrecipient's own property and equipment,
- b. Keep property and equipment in good repair,
- c. Include property and equipment in the Subrecipient's inventory system. Inventory results must be reported to MEMA within 45 days of the Subrecipient grant award expiration. Subrecipients may be required to complete a Tangible Personal Property Report (SF-428) upon request,
- d. Report theft, destruction, or loss of property and equipment to MEMA and
- e. Inform MEMA (in writing) when the property and equipment is no longer needed for its original purpose.

MEMA maintains the right to inspect property equipment and to request its return at any time.

4. Reporting

The progress report shall be used to keep the MEMA Grant Program Managers informed about program status, issues, and used as a basis for grant reporting. These reports shall be submitted to MEMA regardless of whether payments are due.

- a. Homeland Security Grant Program (HSGP):
 - i. During the period of performance for this Grant Award, the Subrecipient shall submit to MEMA quarterly performance reports of accomplishments. Reports are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.
- b. Emergency Management Performance Grant (EMPG):
 - i. During the period of performance for this Grant Award, the Subrecipient shall submit to MEMA quarterly performance reports of accomplishments. Reports are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.
 - ii. The Training and Exercise (T&E) spreadsheet must be continually updated per training and exercise policies. Exercise reporting shall follow the Homeland Security Exercise and Evaluation Program (HSEEP) requirements. In addition, Subrecipients must update the T&E spreadsheet quarterly. Quarterly updates are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.

Refer to the T&E Policy for National Qualifications System (NQS) for program specific requirements.
 - iii. The annual NIMS survey must be submitted to MEMA as part of the Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process. The NIMS Implementation Survey must be submitted to MEMA's NIMS Program Manager by November 30 of each calendar year.
- c. Hazard Mitigation Assistance Grant (HMA):
 - i. During the period of performance for this Grant Award, the Subrecipient shall submit a quarterly performance report of accomplishments to the State Hazard Mitigation Officer. Reports are due within 15 (fifteen) calendar days of the end of each Federal Fiscal

Quarter. Failure to submit could result in non-payment of invoice, or a determination for cause of default under 2 CFR 200.305(b).

5. Written Approval of Changes:

All requests for an extension of the Period of Performance, additional funds, services, changes in scope of work, or other prior approval items as listed in 2 CFR Part 200.407, must be submitted in writing to the applicable MEMA Grants Program Manager.

MEMA's Grant Award Modification form must be utilized, and it must include a justification of the request. Upon approval of the request, signed by both parties (Subrecipient and MEMA), the Subrecipient is authorized to begin work as of MEMA's signature date. The Subrecipient shall not proceed with the work until a written modification has been executed by MEMA and approved by both parties.

6. MEMA is Held Harmless:

The Subrecipient agrees not to bring any claims for damages sought by any party that the Subrecipient contracts with against MEMA and hereby indemnifies and holds MEMA harmless against any claims arising from its failure to coordinate and manage its subcontractors from all claims or liabilities arising from work performed by a Subrecipient. Contracting with other parties does not alter the Subrecipient's obligations under the grant award with MEMA.

7. Subrecipient Must Maintain Effective Internal Controls:

The Subrecipient's system of internal controls must provide reasonable assurance of compliance with laws, regulations, and the terms and conditions of this agreement. The system will allow the Subrecipient will take prompt action when instances of noncompliance are identified in audit findings or through other means.

The Subrecipient's accounting records must:

- Identify the receipt and expenditure of funds under each grant,
- Be supported by source documents,
- Support the production of accurate and timely financial reports, and
- Be integrated into a system of internal control.

8. Determining the Allowability of Costs

The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in 2 CFR Part 200, Grant Notice of Funding Opportunity, and other authoritative sources.

a. Budgeting:

- i. Funds awarded are to be expended only for purposes budgeted items and activities identified in the Subrecipients approved grant application. Items must be in the Subrecipient's approved grant budget to be eligible for reimbursement.

b. Direct Expenses

- i. Direct expenses such as telephone, tolls, reproduction costs, and travel costs shall be billed at actual costs; mileage and per diem shall be billed in accordance with the guidance set forth below. MEMA does not allow any mark-up on direct expenses.

Mileage shall be reimbursed at the current amount allowed by the State of Maine, Title 5, M.R.S.A § 1541, or existing written county or local policy. Per diem rates shall be in accordance with the Federal Government's General Services Administration (GSA) travel rates for calculating maximum per diem for meals and lodging reimbursement. All travel costs must be documented in accordance with federal regulations and must comply with the Subrecipients own travel reimbursement policies, not to exceed federal per diem rates.

- c. Meals
 - i. If it is the Subrecipient's policy to reimburse its employees utilizing per diem rates, the Subrecipient will not be required to submit receipts when invoicing MEMA at the per diem rate for meals. If it is the Subrecipient's policy to reimburse employees for the actual cost of meals, the Subrecipient will be required to submit receipts and the corresponding section of the county policy, and MEMA will reimburse the Subrecipient for the actual amount up to the GSA per diem rate.
- d. Lodging
 - i. MEMA reimbursements will not exceed the GSA per diem amount and receipts are always required.
- e. Travel
 - i. MEMA will reimburse airfare at the economy class rate. Documentation that must accompany the request for reimbursement must include at least three (3) quotes from qualified sources and the final itinerary. Quotes (online or otherwise) must include the date of the quote, name of the airline, rates, and dates of travel.

9. Other Restrictions on Purchases

- a. Listed Equipment

If required in the FEMA program guidance, all equipment expenditures must appear on the Department of Homeland Security's Allowable Expenditures List (AEL) for the fiscal year covered by these grant funds.

Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407, "Use of Grant Funds for Controlled Equipment" for a complete Prohibited Equipment List. Consult with the MEMA Grants Program Manager for further details.

- b. Domestic Preferences for Procurements (2 CFR § 200.322):

As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States
- c. Build America Buy America (Section 70914 of Public Law No. 117-58 §§ 70901-52)

On FEMA non-disaster grant programs (including BRIC, FMA, and LPDM) with grant funding for projects or project scoping over \$250,000, the Subrecipient must provide assurance that all iron and steel items and all construction materials used in the project were produced in the United States. Subrecipients must provide a letter of certification from

product manufacturers and self-certification letters from contractors and subcontractors to demonstrate compliance with BABAA requirements.

In Interim Policy #207-22-0001, FEMA recommends recipients and Subrecipients document compliance with BABAA by requesting a BABAA certification letter from manufacturers. MEMA requires Subrecipients to implement this recommendation.

d. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216):

Subrecipients must not expend grant funds on equipment, services, or systems provided by listed companies such as Huawei Technologies Company or ZTE Corporation.

e. CONOPS

All requests for approval to purchase communication equipment and mass subscription-based services for alerts and warnings must be approved by the SWICs Office.

Requests to purchase communication equipment must include supporting documentation, including but not limited to, equipment specification sheets, programming sheets, and an updated County All Hazards Communication Plan. The SWIC reserves the right to request a demonstration of equipment purchased to ensure proficient operation and usage.

Projects will conform to Saferoom Guidance and must also incorporate reference to Maine's SCIP and CONOPS Plans.

All public safety radios must be programmed with CONOPS. These channels must be grouped to make interoperability quickly accessed and user friendly. It is recommended to utilize a separate bank of CONOPS 1-7. These channels should be named as CONOPS, instead of generic names i.e. SWCC, State Fire, SPCC etc.

CONOPS 8 should be labeled with the tower name. If local teams are responding outside their local area, most of the RegionNet channels should be programmed.

It is highly encouraged that the requesting agency provide guidance on sustaining radio replacement through budgeting.

10. Remedies for Noncompliance.

Per 2 CFR 200.339, this Grant Award may be withheld, suspended, terminated, or fund payments discontinued by MEMA where MEMA determines a Subrecipient has failed to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by MEMA. In the event the Subrecipient fails to perform the services described herein and has previously received financial assistance from MEMA, the Subrecipient shall reimburse MEMA the full amount of the payments made. However, if the services described herein are partially performed, and the Subrecipient has previously received financial assistance, the Subrecipient shall proportionally reimburse MEMA for payments made.

MEMA may make specific requests in connection with its Subrecipient monitoring responsibilities. Failure to provide requested information on a timely basis may result in suspension of payments.

a. Amounts due MEMA

The Subrecipient shall remit all amounts due to MEMA within the earlier of 30 days of notice by MEMA or when the Subrecipient is first aware of amounts owed to MEMA.

11. Submission of Invoices

Invoices must be generated using MEMA's Reimbursement Request Form (RRF). The Subrecipient must submit invoices by email to the applicable program mailbox:

EMPG: empggrants.maine@maine.gov

HSGP: hsgrants.maine@maine.gov

OPSG: osg.maine@maine.gov

SERC: maine.serc@maine.gov

HMA: hmagrants@maine.gov

Invoices must be accompanied by supporting documentation, including but not limited to receipts, timesheets, travel documents, approved EHP (if necessary), and proof of payment.

No payments due to the Subrecipient shall be adjusted for inflation. No interest shall be due or payable on any payment due the Subrecipient, regardless of any statement on the billing invoice.

12. After the Period of Performance

All funds must be obligated by the end of the performance period. Final reimbursement requests, close-out package and equipment reports must be received by MEMA within forty-five (45) days of this Grant Award's end date. Failure to de-obligate remaining funds in a timely manner may result in an automatic de-obligation of remaining funds by MEMA.

a. Audit Requirements

A non-Federal entity that expends a combined total of \$750,000 or more during its fiscal year in Federal awards must have a federal compliance audit (Single Audit) as required by 2 CFR Part 200 Subpart F.

b. Retention of Records

Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a Subrecipient. However, if any litigation, claim or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 CFR § 200.334.

APPENDIX B

FY 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. §3002.10. General Acknowledgements and Assurances

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. §200.337.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is

made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination based on age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award

from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, based on race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVII. Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English

proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXI. Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on as the Disclosure of Lobbying Activities (SF-LLL). Grants.gov

XXII. National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXV. Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVI. Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the

regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXX. Reporting Subawards and Executive Compensation For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest.

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXII. SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXIII. Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and

organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

XXXV. Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XXXVI. USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXVIII. Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

APPENDIX C

SUBRECIPIENT TRANSPARENCY ACT
GRANT REPORTING INFORMATION FOR FEDERAL AWARDS
GREATER THAN \$25,000

Doing Business as Name (enter N/A if not applicable): N/A

Subrecipient Address:

Subrecipient Place of Performance: Windham

Congressional District: 1

Unique Entity Identifier (UEI) #: T8SZPADXU3LS

(If different from Appendix E)

(enter N/A if not applicable)

By signing below, I certify the DUNS number associated address and Congressional District are correct. If the information is not current, please return the form with current information and signature; and

I certify that the typed name, electronic signature or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).

Signature: _____

Date: _____

Michael Durkin, Director

Printed Name & Title

APPENDIX D
SUBRECIPIENT FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY (FFATA)
GRANT REPORTING QUESTIONNAIRE FOR FEDERAL FUNDS
GRANT THAN \$30,000.00

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive 1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; **AND** 2) \$30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

(If answer is **Yes**, go to Q2. If answer is No, sign, date, and return questionnaire with the contract)

Yes No

Q2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (If answer is No, please provide name and amount of compensation for top 5 executives below).

- If answer is **YES**, sign date, and return questionnaire with the contract.
- If answer is **NO**, please enter N/A in the Executive Name fields below.

Yes No

Executive 1 Name	_____	Compensation	_____
Executive 2 Name	_____	Compensation	_____
Executive 3 Name	_____	Compensation	_____
Executive 4 Name	_____	Compensation	_____
Executive 5 Name	_____	Compensation	_____

Signature: _____ Date: _____

Michael Durkin, Director

Printed Name & Title

I certify that the typed name, electronic signature or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).



APPENDIX E

MAINE EMERGENCY MANAGEMENT AGENCY (MEMA)
SUBRECIPIENT RISK ASSESSMENT QUESTIONS

Subrecipient Information

Subrecipient organization name: Cumberland County
Subrecipient physical address: 22 High St - Unit 1 Windham Maine 04062
Subrecipient contact name and title:
Subrecipient contact phone number:
Subrecipient contact email address:

Please check yes or no to the following questions and enter a brief narrative if applicable:

- 1. In the previous two fiscal years, did your organization operate any MEMA agreements or other Federally funded agreements?
1. In the previous fiscal year, have there been any changes in key administrative, programmatic, or fiscal personnel?

[If yes, insert brief narrative of changes in key administrative, programmatic, or fiscal personnel.]

- 2. If your organization is subject to a Single Audit or Federal monitoring, were there any findings in the previous fiscal year?

[If yes, insert brief narrative of findings and any corrective actions.]

- 3. Does your accounting system identify funds separately for each grant/contract agreement that you operate?

By submitting this form, I certify that the typed name, electronic signature, or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).

Signature: Date:

Printed Name & Title: Michael Durkin, Director

